



# UNIVERSITY OF KASHMIR

HAZRATBAL, SRINAGAR, KASHMIR-190006

(NAAC Accredited Grade A+)



<http://www.kashmiruniversity.net>

## **E-Tender Notice**

For and on behalf of Registrar, University of Kashmir, Srinagar, e-tenders in Two (02) Bid System are invited from Registered Kashmir Based Agencies for providing Manpower (Sanitation Workers/ Sweepers only) on Outsource Basis to the University of Kashmir, Hazratbal Srinagar.

The complete Tender Document is available on the University website [www.kashmiruniversity.net](http://www.kashmiruniversity.net). The Bids can be submitted through e-Tender Portal i.e. [www.jktenders.gov.in](http://www.jktenders.gov.in).

### **Important Information**

S. No.	Items	Description
1.	Scope of work	Providing 80 Nos. ( $\pm 10\%$ ) of Manpower (Sanitation Workers/ Sweepers only) on Outsource Basis to the University of Kashmir, Hazratbal Srinagar for one year
2.	Timings	<b>Summer:</b> 8:30 a.m. 4:00 p.m <b>Winter:</b> 9:00 a.m to 3:30 p.m
3.	Cost of Bid Document/ Tender Fee	Rs. 1,000/- (Rupees One Thousand) to be paid online (e-transfer) in Account No. 0007040500001009 (Rent & Other Charges) (Non-Refundable)
4.	Date of publishing of e-Tender	<b>25-01-2024</b>
5.	Date of start of Bid submission	<b>25-01-2024</b>
6.	Last Date & Time for upload/ submission of Bids	<b>08-02-2024</b> upto 2: 00 p.m.
7.	Date of opening of Technical Bid (online)	<b>12-02-2024</b> (2:00 p.m.)
8.	Date of Opening of Financial Bid	Will be communicated to such Bidders only who qualify the Technical Stage
9.	Work Value	<b>Rs. 90.00 lacs (Rupees Ninety Lacs) approximately</b>
10.	Bid Security (Earnest Money Deposit)	<b>CDR/ FDR for Rs. 50,000/- (Rs. Fifty Thousand only) pledged to Registrar, University of Kashmir</b>
11.	Performance/ Security Deposit by the Successful Bidder	<b>CDR/ FDR for Rs. 1,80,000/- (Rs. One Lac &amp; Eighty Thousand) pledged to Registrar, University of Kashmir</b>
12.	<b>Forming part of the Bid Document</b>	<b>Forming part of the Bid Document</b> i. Bidders who fulfil the requirements as mentioned in this Tender Document shall be eligible to apply. ii. The Bid shall only be considered for evaluation after the deposition of original EMD and Tender Fee in the University of Kashmir. In case of Non- Receipt of EMD and/ or Tender Fee, the Bid shall be rejected. iii. Bidder shall preferably upload documents in PDF Format.
13.	<b>List of Documents to be Scanned and Uploaded (preferably in PDF) Format within the Bid submission period</b>	<b>List of Documents to be Scanned and Uploaded (preferably in PDF) Format within the Bid submission period</b> 1. CDRs/ FDRs on account of EMD Rs. 50,000/- (Rupees Fifty Thousand) only 2. E-transfer receipt for Rs. 1000/- (Rupees Thousand) on account of Tender Fee 3. Valid Labour Licence/ Valid Registration Certificate

	<p>4. Valid Registration under ESI (Employees State Insurance) Act and EPF (Employees Provident Fund) Act</p> <p>5. PAN card issued by Income Tax Department</p> <p>6. GST Registration Certificate with latest GST Clearance Certificate</p> <p>7. Affidavit (as per enclosed Format)</p> <p>8. Experience Certificate <b>and Work Performance Certificates</b>, of Three (03) years/sessions including one (01) year of experience in line i.e having provided Sweepers/ Sanitation Workers to any Govt. Institution/ Department/ Agency on outsource basis for a minimum of one (01) year.</p> <p>9. Work order of providing Minimum of Twenty Five (25) or more workers to any Govt. Department/ Agency on outsource basis;</p> <p>10. Recent Three (03) EPF Chalans (April, 2022 to December, 2023 period)</p> <p>11. ESI Registration of 50 workers or above</p> <p>12. Audited Turnover Statement of minimum Rs. 25.00 lacs per year for previous two (02) consecutive financial years i.e. 2021-22 and 2022-23 separately.</p> <p>13. Technical Bid Proforma (As enclosed)</p> <p>14. Compliance Sheet (As enclosed)</p>	
14.	Place of opening of Bids online	Office Chamber of Registrar, University of Kashmir
15.	<b>Annexures</b>	Annexure-A: General Terms and Conditions Annexure-B: Technical Bid Proforma Annexure –C: Proforma for Affidavit Annexure –D: Compliance Sheet
16.	Address for communication	Environment & Hygiene Wing Room No. 119, New Administration Block University of Kashmir Hazratbal Srinagar-190006 Tel: 0194-2272057/2070

**Assistant Registrar  
(Environment & Hygiene)**

**No: F(TenderSanitationLabour)EnHy/KU/24**

**Dated: 25-01-2024**

**Copy to:**

1. Media Advisor for publication in local dailies;
2. Director, Finance for information, please;
3. Joint Registrar, Estates for information;
4. Spl. Secretary to Vice-Chancellor for information of the Vice-Chancellor;
5. PA to Registrar for information of Registrar with the request to keep the Tender Box available for the purpose;
6. I/c website for uploading on University website;
7. File

ANNEXURE –A

**ELIGIBILITY CRITERIA**

The Bidders must possess the following for consideration of their offer:

1. Valid License under Contract/ Relevant Labour Act
2. Permanent Account Number (PAN) issued by the Income Tax Department
3. GST Registration Number issued by concerned Tax Circle
4. Registration under ESI Act
5. Registration under EPF Act
6. Three (03) years of experience of providing Manpower services **and enclosing/ uploading “Work Performance Certificate” where services were provided.** Out of three years of experience, the Agency must have provided Sanitation Workers (Sweepers) to any Govt. Institution/ Department/ Agency for minimum one (01) year on outsource basis. The bidder must enclose the Experience and Work Performance Certificates issued by the concerned Govt. Institution/ Department/ Agency.
7. Submit three (3) recent EPF chalans from April 2022 upto December, 2023
8. Submit ESI Registration of 50 Workers or above
9. Having executed work order wherein minimum Twenty (25) workers have been provided to any Govt. Agency/ Department on outsource basis (attach proof).
10. Minimum Turn-Over of Rs. 25.00 Lacs per annum for the two (02) consecutive previous Financial Years i.e. 2021-22 and 2022-23 separately. The Bidder must attach self attested copies of the Audited Income-Expenditure Statements of above Financial Years.

***Note –1:** The agency should mandatorily have a Registered Office in Kashmir.*

***Note –2:** Documentary proof of above must be furnished with the Technical Bid. Non-availability of any of the above shall render the agency disqualified in the Technical Stage.*

## ANNEXURE-B

### TERMS & CONDITIONS

1. The Agency shall strictly abide relevant Labour Laws/ Rules including payment terms, for providing the Sanitation workers/ sweepers to the University
2. The Agency shall issue Identity Cards, Uniforms and Protective Gears to the deployed workers, failing which, no entry shall be allowed inside the office/ premises. This will be provided by the agency at its own cost.
3. The Agency shall submit an Affidavit containing the agreed Terms and Conditions.
4. The successful Bidder/ Service Provider shall have to provide the required number of workers as per the contract/ undertaking submitted before the University which shall be monitored by the University and if the strength is found less at any point, appropriate penalty or cancelation of contract shall be invoked.
5. The University reserves the right to reject any or all Bids/ Offers without assigning any reason thereof or cancel the process at any time.
6. Even though the Bidders are fulfilling the eligibility criteria, they are subject to be disqualified if they have:
  - a. Made misleading or false representation in the form, Statements & Attachments Submitted, OR
  - b. Record of poor performance, litigation history or financial failures, OR
  - c. Have been Black Listed by any other Institution, OR
  - d. Have been involved in any illegal activity.
7. The University will hire the services of a duly Licensed Agency to provide Manpower Services on payment of a consolidated amount on monthly basis. The Bidder/ Service Provider shall in-turn strictly follow relevant Labour Laws/ Rules in this regard.
8. The Successful Bidder will be required to submit an undertaking with the University on a Non-Judicial Stamp Paper of Rs.100/- which shall include the Tender Document as an inclusive part of undertaking.
9. The actual number of required Sanitation Workers is 80±10% to be deployed on daily basis. The University reserves the right to fix the number of persons (daily basis) to be hired on outsource basis.
10. Upon the issuance of work order to the successful bidder, the bidder shall have to submit an Acceptance Letter within three (03) days positively.
11. The Successful Bidder shall have to deposit Performance Security of Rs. 1,80,000/- (One Lac Eighty Thousand) in the form of CDR/ FDR pledged to Registrar, University of Kashmir, Srinagar payable at Srinagar (J&K) within Seven (7) days of issuance of Letter of Intent by the University, failing which the award of contract will be treated as cancelled with forfeiture of EMD Rs. 50,000/. The said amount will be refunded, without any interest two months after the successful completion of contract by the firm. However, in case of unsatisfactory service provided by the agency or breach of any provision of the contract, the Performance Security will be forfeited at any stage of the contract. The decision

taken by the University in this regard shall be final.

12. In addition to its rights under any other provision of the contract, the University may terminate the contract at any time by giving the Agency One months' advance communiqué without explaining the reason of Termination. Upon the expiry of the notice period, the contract shall terminate.
13. A detailed list of the workers as per the following format, duly cleared by security agencies, engaged by the Agency/ Contractor, shall be provided by the successful bidder:

S. No.	Name	Parentage	Residence	Adhar No.	Labor Deptt. Reg. No.	Photography

The list of such workers shall be finalized in consultation with Assistant Registrar, Environment & Hygiene Wing of the University. Any future change in the list shall be communicated immediately to the University.

14. The Agency shall engage minimum 50% of male workers
15. The Agency shall also deploy two (02) Supervisors, who shall attend the University on daily basis for proper supervision and regulation of Outsource Workers. The Supervisors shall also act as Contact Person for the day to day management.
16. Sanitation materials viz Mops, Soaps, Hand-Wash, Toilet Cleaners, Brooms etc. shall be provided by the University on monthly basis.
17. The University reserves the right not to hire the services of particular group of workers or may increase or decrease the workers deployed by the Agency as per the requirements, without assigning any reason thereof
18. The Agency shall be fully responsible for theft or burglary or any damage to Employers property directly attributable to any acts of commission or omission on the part of the personnel deployed by the Agency.
19. In the event of any loss suffered by the University due to negligence of Agency/ deployed workers, the Agency/ Contractor shall compensate the loss occurred to the University. The decision of the University in this regard shall be binding on the Agency.
20. The Agency shall be fully responsible for the conduct, behavior of the deployed personnel. If the conduct/ behavior of any of the Personnel is noticed undesirable/ unjustified or mischievous, the Person/ Worker Shall be removed by the University urgently, and the same shall made known to the Agency for immediate replacement of the Personnel or his disengagement.
21. The Agency shall be responsible for deploying only persons whose verification of character antecedents has been done by the Agency.
22. The workers deployed by the Agency/ Firm shall be of good character, sound health and shall be in the age group of above 18 years to 45 years. However, the condition of the upper age can be relaxed by the University depending on the assessment of expertise and the requirement of the University. **The Agency shall not deploy any person in the University having any criminal, immoral, mischievous or not good record of any nature.**
23. The University may, without prejudice to any other remedy, for breach of contract, by written communication of default sent to the Agency, terminate the

contract in whole or part:

- If the Agency engages in any corrupt or fraudulent practice in competing for or in executing the contract.
  - If the Agency breaches any terms & conditions of the contract or do not perform the contract in whole or part.
  - If the Agency does not follow the written instructions given by the University/ authorized representative of the University, from time to time.
  - On giving one month's notice at any time during the frequency of services, in case the services rendered by the Agency are not found satisfactory and in conformity with the general norms and standards prescribed for the service.
  - On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Agency to any third person for sub-letting the whole or a part of the contract to any third person without any notice.
  - On the agency being declared insolvent by the Competent Court of law without any notice.
  - In any other event that is detrimental to the University and breaches any terms & conditions of the contract
24. The Agency/ Service Provider shall be responsible to the University and/ or to an Officer authorized by the University for the satisfactory execution of day-to-day work.
25. The University shall not be responsible for the payment of the wages or any other allowances individually to the workers engaged by the Service Provider. However, the Agency shall follow all rules, regulations and directions issued by the appropriate Government Department from time to time as regards the wages and welfare of labour.
26. In case the personnel deployed by the Agency do not attend the work at any time for whatever reason, the Agency shall make advance alternate arrangements at no extra cost to the University so that the daily work of the University does not suffer. If no such alternate arrangements are made, proportionate deductions with penalty shall be made out of the monthly claims of Agency/ Service Provider. The University shall also be free to make alternate arrangements the cost of which shall be recovered from the Agency.
27. The Service Provider shall not claim to the University any compensation on account of any mishap/ injury/ death during duty of the worker, instead the Service Provider shall wholly Cater the claim under law at his/ her level wholly.
28. The University shall prepare a Panel out of the online Bids received and in case the Agency selected fails to do/take-up the contract successfully within stipulated time or leaves the contract before completion of the contract period, or decline to accept the award for whatever reason, the Agency next in the Panel will be offered the assignment at rates of L1. However, the validity of the offer to the next bidder/contractor will be for the remaining period of the contract. In that case the EMD as well as Security Deposit of the Bidder who fails to take up contract or complete it shall be forfeited and any extra cost involved in the execution of the contract shall be recovered from it.
29. Once the bidder submits the online bid, it should be presumed that the Agency has understood and accepted all the Terms and Conditions given in NIT. No inquiry, verbal or written, shall be entertained in respect of acceptance/ rejection of the

online bid.

30. The Agency shall not engage any sub-contractor or transfer the contract to any other person or agency in any manner. In that case EMD and Security Deposit shall be forfeited together with blacklisting of the Agency.
31. The University shall not provide any medical facility and residential accommodation to the workers of the Agency.
32. All the personnel deployed by the Agency shall be under direct control of the University and the services provided by the Agency shall be carried out as per directions of the University.
33. The deployed personnel shall be bound by office timings, duty, placement, locations etc as decided by the University.
34. The persons deployed by the successful bidder for services shall have no claim whatsoever to any employment or preference in employment, regularization, absorption, and selection to appointment, continuity in services etc. with the University as it is purely outsource based Contract between the University and Agency.
35. In case of any dispute arising out of this contract, the same shall be resolved initially by mutual discussion between the parties with in a period of 60 days failing which appropriate Courts at Srinagar only will have the jurisdiction to adjudicate upon the matter.
36. The Agency/s personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
37. The University may at any time vary or add to the service specification in accordance with this condition and no such variation or addition shall affect the continuation of the contract.
38. In case the last date of Bid submission or date of opening of Bid turns to be off day, next working day shall be deemed to be the effective date for the same.
39. For further updates/ amendments, the bidders are advised to visit the University website. The University is not bound to issue the notifications in the newspapers or enter into personal correspondence.
40. If the deployed worker/s is/ are not found suitable or fit for the work, the Agency shall replace that worker within a period of two (2) days after receiving a telephonic communication from the Environment & Hygiene Wing of University to the Supervisor of the Agency.
41. The Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act, 1947, and Contractor's Labour (Regulations and Abolition Act) 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time by the Government.
42. Payment of wages and arrears etc to the workers hired by the Agency to perform the duties at the University shall be made by the Agency through Account Payee Cheque/e-transfer only to be shared with the office of undersigned on monthly basis which otherwise shall be detrimental for further payments to the Agency.
43. For each three late arrivals, the University will deduct one-day wages from

- monthly payable charges of the Agency.
44. The selected agency shall have to provide the proof of deposit of ESIC and EPF to the individual account of the worker deployed each month along with the bill. The same shall be shared by the Agency to all its workers. In case of any misuse or misappropriation of funds on account of EPF/ESIC contributions of the employees by the agency, the Performance Security shall be forfeited.
  45. The Agency shall provide the services of experienced workers, who shall observe discipline, decency, decorum and the code of conduct and mannerism befitting of such personnel.
  46. The Agency shall provide workers as may be required by the University for which prior information shall be provided.
  47. On the expiry of contract, the Agency will withdraw all its personnel and square accounts.
  - 48. Hard copy of the Tender (including original EMD and Tender Fee (e-receipt) sealed in an A-4 size Envelope superscripted with “TENDER FOR PROVIDING MANPOWER (SANITATION WORKERS/ SWEEPERS) ON OUTSOURCE BASIS TO UNIVERSITY OF KASHMIR” be deposited in the Tender Box available in the Registrar’s Office during the bid submission period.**
  49. It has been observed that some bidders resort to quoting unreasonable financial bids only to avoid fair competition and to secure the Tender. Later they are found to resort to the illegal practice of collecting their profits from the workers engaged on the pretext of securing employment, either by taking some amount in lump-sum and /or on a monthly deduction basis. In such cases, the Agency shall be construed to have indulged in a fraudulent practice entailing the termination of the contract together with forfeiture of EMD and Security Deposit. Moreover, such Agencies shall be barred for any business with the University.
  50. **Duration of contract:** The duration of contract shall be for one (01) year and shall be extendable only for one year, at the discretion/ requirement of University.
  51. **Selection Criteria:** As per rules
  52. The bidders must quote including all dues/ charges viz Wages, EPF, ESIC, Administrative Charges, profit/ margin, GST (if applicable) and any other charges in their offers and shall not claim any additional funds this account whatsoever.

**Assistant Registrar  
Environment & Hygiene**



**Annexure-B -- Technical Bid Proforma**

**Documents for Providing of Sanitation Workers (Sweepers) on Outsource Basis to the University of Kashmir**

1.	Name of the Firm	
2.	Complete Postal Address	
3.	Profile	
a)	Legal Status (Individual/ Proprietary/ Partnership/ Limited Company or corporation)	
b)	Has your company/ firm ever changed its name any time? If so, the earlier name and the reason thereof.	
d)	Have you or your constituent ever left the contract awarded to you incomplete? If so, give details of the contract and reasons for not completing the contract.	
4.	Contact details: Landline Nos, cell no. and e-mail address	
5.	<b>Statutory details (scanned copies to be uploaded)</b> 1. Contract Labour License 2. CDR/ FDR on a/c of EMD 3. Tender Fee e-transfer receipt (Rs. 1000/-) 4. Registration Certificate under Shops and Establishment Act 5. Registration under ESI Act and EPF Act 6. PAN card issued by Income Tax Department 7. GST Registration Certificate with GST Clearance latest Certificate 8. Affidavit as per format 9. Experience Certificate of Three (03) years/ sessions together with Work Performance Certificate from the Department Agency where worked including one year certificate of providing Sweepers/ Sanitation Workers to any Govt. Agency/ Department on outsource basis 10. Work order of providing twenty five (25) or more workers to any Govt. Department/ Agency; 11. Three (03) EPF Chalans pertaining to period April 2022 to December 2023 12. ESI Registration of 50 workers or above 13. Audited Turnover statement of minimum Rs. 25.00 lacs each for previous two consecutive financial years 2021-22 and 2022-23 (i.e. Rs. 50.00 lacs for two years). 14. Technical Bid Proforma 15. Compliance Sheet	

**Annexure C**  
**Proforma for affidavit**

**To be written on Non-Judicial stamp paper worth Rs. 100/-.**

I/we \_\_\_\_\_ S/o \_\_\_\_\_ R/o;  
\_\_\_\_\_, police station \_\_\_\_\_, District \_\_\_\_\_ undertake on oath as under:

1. I/ we/ firm am/ are not blacklisted by any Union/ UT Govt. organization.
2. No individual/ firm/ companies blacklisted by the Union/ UT Govt. or any partner or share holder thereof, have any connection directly or has any subsisting interest in business of my firm.
3. I am not involved / convicted in any criminal case/ economic offence and no criminal case/ economic offence is pending against me in any court of Law/ registered with police.
4. I hereby certify that the information provided by me is correct and all the documents attached with the technical bid are genuine and valid as on date. I further state that I have read and understood the terms and conditions mentioned in the tender document.
5. If my firm is allotted the contract, I shall follow the all relevant rules/ law for engagement of workers and the wages and other charges thereof
6. If I fail to abide the terms and condition mentioned in the tender document, I give rights to the University to forfeit the earnest money/ performance security and whatever action the University authorities deem appropriate, they are at liberty to take action.

**Deponent**

**Dated:** \_\_\_\_\_

**Verification:**

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

**Deponent**

